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DEED NO. 103919

TRACT NO. 526-MS-DS-48A

**Amendment to Grant of Easement and Agreement for Temporary Working Space
and Damages in Advance of Construction**

This Amendment to Grant of Easement and Agreement for Temporary Working Space and Damages in Advance of Construction, made this 28 day of OCTOBER, 1996, between Luther C. Capers and Ruby M. Capers, husband and wife (herein "Grantor" whether one or more), and Mid-America Pipeline Company (herein "Grantee"), a Delaware corporation, duly authorized to transact business in the State of Mississippi, provides:

Whereas, Grantor is the owner of a tract of land situated in DeSoto County, State of Mississippi, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

(herein "Property"); and

Whereas, Grantor represents and warrants that the Property or a portion thereof ~~(is)~~ (is not) rented for the period beginning _____, 1996, to _____, 1996, to _____ (herein "Tenant" whether one or more); and

Whereas, by virtue of that certain Grant of Easement (herein "Original Grant") dated May 17, 1984, and filed of record in the office of the Chancery Clerk of said County and State, in Book 170 at Page 174, Grantee owns a 10-inch diameter pipeline (herein "Original Pipeline") and a 20-foot wide pipeline easement (the boundaries of said easement being 5 feet on the North/West side and 15 feet on the South/East side of the centerline of the Original Pipeline) across the Property; and

Whereas, Grantee desires to enter upon the Property for the purpose of constructing an additional pipeline (herein "Additional Pipeline"); and

Whereas, Grantor is willing to grant to Grantee the right to construct the Additional Pipeline pursuant to the terms herein; and

Whereas, the parties desire to amend the Original Agreement for the purpose of redefining the location of the easement boundaries so as not to further encumber the Property; and

Whereas, the parties desire to reach an agreement as to temporary working space and the payment of certain damages in advance of construction.

Now, therefore, in consideration of the sum of TEN Dollars (\$ 10.00) per rod, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. **Grant of Easement for Additional Pipeline:** Grantor does hereby grant, bargain, sell, warrant and convey to Grantee, its successors and assigns, the right, privilege and easement, at any time and from time to time, to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove one additional pipeline (constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline) and other appurtenances within the boundaries of the easement (the location of which is amended herein) across the Property.

Easement Location Amended and Redefined: The parties hereby amend the Original Agreement such that the boundaries of the 20-foot wide easement are hereafter permanently located 15 feet North/West and 5 feet South/East of the centerline of the Original Pipeline.

3. **Temporary Working Space:** During the period of construction of the Additional Pipeline, Grantor grants to Grantee the right to use a temporary working space (herein "Temporary Working Space") being 70 feet in width and located 40 feet on the North/West side and 30 feet on the South/East side of the centerline of the Additional Pipeline. The parties acknowledge and agree that Grantee's right to use the Temporary Working Space will expire and terminate upon the completion of the construction of the Additional Pipeline.

4. **Damages in Advance of Construction:** Grantor and Tenant, if any, hereby waive and discharge any and all claims for damages to crops, timber, fences, drain tile, or other improvements that are sustained within the boundaries of the Temporary Working Space. Any such damages sustained outside the boundaries of the Temporary Working Space caused by Grantee's construction activities will be paid to the Grantor or Tenant, as their interest may be, after construction of the Additional Pipeline. Grantor's acceptance of damages in advance of construction is made with the understanding that the contour of the area disturbed by construction will be restored as near as practical to its condition existing prior to the start of construction.

5. **Candor and Retaining right to Pave and Park over easement.**

Except as herein modified and amended, the parties acknowledge and agree that nothing herein is intended to modify, amend or reform the Original Grant.

STATE MS. - DESOTO CO.
FILED

OCT 28 10 42 AM '96

BK 308 PG 187
W.E. DAVIS CH. CLK.

(below ground and in reference to
this pipe)

The terms and conditions hereof shall run with the land and be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

In witness whereof, this instrument is executed this 28 day of OCTOBER, 1996.

~~PERSONS:~~

MID-AMERICA PIPELINE
Name

1717 S. BOULDER
Address

TULSA, OKLAHOMA 74119
City, State, Zip Code

918-581-1800
Telephone Number

Tax Identification Number

GRANTOR:

Luther C. Capers
Luther C. Capers

Ruby M. Capers
Ruby M. Capers

9050 N. Tchulohoma
Address

Southaven, Ms. 38671
City, State, Zip Code

601-342-1615
Telephone Number

409-64-6569 (Luther)
415-68-6636 (Ruby)
Tax Identification Number

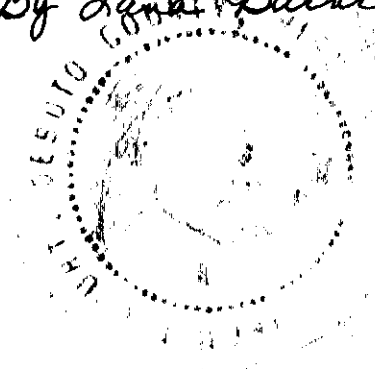
STATE OF MS.)
COUNTY OF Desoto) ss.

BE IT REMEMBERED, that on this 28 day of Oct, A.D., 1996 before me, a Notary Public, in and for said County and State, personally appeared Luther Capers & Ruby Capers to me known to be the identical persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires: _____ MY COMMISSION EXPIRES JANUARY 3, 2000

Jeanette Martin
Notary Public
By Ignatius Burns, DC



prepared by: Ronald L. Taylor
Attorney-at-Law

Taylor, Jones, Alexander, Ponnell & McFall, Ltd.

Tel. 601.342.1300
961 State Line Road, West
Southaven, Miss. 38671

Mailing Address:
P.O. Box 188
Southaven, Miss. 38671-0188

Capers

2.65 acres of Southeast quarter of Section 17, Township 1, Range 7, and the Southwest 2.35 acres of the Southwest quarter of Section 16, Township 1, Range 7, DeSoto County, Mississippi, more particularly described as follows:

Beginning at the South corner of Sections 16 and 17, Township 1, Range 7; thence with the south line of said Section 17 South 85 degrees 08 minutes West 151 feet to a point; thence with the center of Tchulahoma Road North 33 degrees 44 minutes West 488.3 feet to a point; thence parallel to the South line of said Section 17 North 85 degrees 08 minutes East 627.2 feet to an iron pin; thence South 4 degrees 52 minutes East 427.6 feet to the South line of Section 16; thence with the South line of said Section 16 South 85 degrees 08 minutes West 239.3 feet to the point of beginning and containing 5 acres and being the same land conveyed to Gerald N. Smith, et ux, by Clifton Rudledge, et ux, by Warranty Deed of Record in Book 48, Page 577, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Part of the Southeast Quarter of Section 17 and part of the Southwest Quarter of Section 16 in Township 1 South, Range 7 West, DeSoto County, Mississippi more particularly described as COMMENCING at a point commonly recognized as the Southwest corner of said Section 16; thence run South 89°33'15" East a distance of 239.30 feet along the South line of said Section 16 to the Southeast corner of the Luther Capers property as recorded in Deed Book 127, Page 213 of the Chancery Records of DeSoto County, Mississippi; said point being the point of beginning; thence run North 00°33'32" East a distance of 421.04 feet along the East line of said Capers property to the Northeast corner of said property; thence run North 89°09'57" West a distance of 627.20 feet along the North line of said Capers property to the Northwest corner of said property, said point being on the Centerline of Tchulahoma Road; thence run North 27°50'31" West a distance of 35.01 feet along said road centerline to a point; thence run North 25°34'07" West a distance of 134.99 feet along said road centerline to the Southwest corner of the Runnie G. McCulloch property as recorded in Deed Book 145, Page 63 of said Chancery Records; thence run North 81°29'16" East a distance of 433.92 feet along the South line of said McCulloch property to the Southeast corner of said McCulloch property; thence run South 89°12'47" East a distance of 403.05 feet to a point; thence run South 00°33'32" West a distance of 642.58 feet to a point on said South line of said Section 16; thence run North 89°33'51" West a distance of 128.35 feet along said South section line to the point of beginning and containing 5.00 acres, more or less.